



DYNAMICS ANALYSTS

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RATE SCHEDULE

FEES FOR EXPERT SERVICES

The services of Staff Experts, Fire and Explosion Investigators, Code Research Specialists, and of our Associate Experts, including Fire and Explosion Analysts, Chemists, and Fire Protection Specialists, are billed at \$250.00 per hour, plus expenses.

All out-of-town work is charged portal to portal, or if the case is in Kentucky the nearest large city in Kentucky. Charges for services and expenses start when our experts leave their home area offices and end when they return. This includes the time of any travel delays or waiting time that may be encountered enroute. A minimum of one day's charge can be expected for any work outside the expert's "home office" metropolitan areas or work requiring air travel.

CASE EXPENSES

Expenses incurred during an investigation are charged to the client in addition to fees for services. Typical expenses may include lodging; subsistence; travel; vehicle rental; film, video, digital photography, including photographic equipment use and processing; photocopying; laboratory and test supplies; postage and delivery services; research publications; specialty computer software and testimony exhibits.

CLERICAL WORK

Charges for the work of our clerical staff are billed at \$35.00 per hour.

PREPARATION OF REPORTS

If a report is required, allow a minimum of one additional day's charge for the time and services of the expert who will be preparing the report. More complicated reports may involve more than one day's work.

RESPONDING TO LEGAL DOCUMENTS

Our work often results in our receiving subpoenas or other such court orders from attorneys representing parties other than our client. We are not attorneys and cannot assume the responsibility to interpret the legal content or propriety of such documents. Therefore, our policy is one of reasonable compliance. We will promptly refer all such documents to our clients for instructions. Time and expenses spent in handling, responding to, or complying with these documents will be billed to our clients at our regular published rates.

FEES FOR DEPOSITION AND TRIAL PREPARATION AND TESTIMONY

All outstanding accounts must be paid in full prior to any testimony. All depositions and trial testimony are charged at a minimum of one daily rate day per expert for each day on which testimony is given or when the expert is required to standby to testify, regardless of the actual deposition or trial testimony

time. In most cases, a minimum of one additional day is required for testimony preparation. Deposition fees must be prepaid. Unless prior special arrangements are made, deposition testimony is given only during regular weekday business hours, 9:00 AM to 5:00 PM.

It is not uncommon for attorneys representing parties other than our clients' to agree to pay for our deposition services or expenses. In that event it is our policy that our client remains totally responsible for all these deposition related charges and the client's account will be billed accordingly. In the event that payment is not received from the other attorneys within the current 30 day billing period, or the opposing attorneys do not agree to pay the full rates listed herein, full payment of the outstanding charges, at the rates listed herein, is expected from our client. When and if payments are received from other parties, our client's account will be credited.

LABORATORY, COMPUTER, AND LIBRARY FACILITIES USE FEES

When any of our forensic fire science and technology laboratory facilities or specialized equipment are used for examination or testing, or our computer laboratory facilities are used for such services as computer fire modeling, computer-aided drafting, research data base searches, or if our extensive code research library facilities are utilized, a minimum \$100.00 fee, based upon a rate of \$200.00 per day, is charged for the use of the facilities, equipment, software and data bases. This is in addition to the regular charges for our experts' or technicians' time and expenses.

RETAINERS AND BILLING POLICY

A retainer is required in all litigation cases. Insurance companies will be billed at an hourly rate. The typical minimum retainer for opening new cases is **\$5,000**. However, new cases that will require substantially greater initial hours or expenses may require larger initial retainers. As cases progress, additional retainers may be required, particularly for expected trial testimony. Unless special prior arrangements are agreed to, retainers are not refundable.

It is our policy that the individual or firm who originally arranges for our services or to whom we report, is our client and is responsible for any outstanding accounts. For example, in a case in which an attorney utilizes our services on behalf of his or her client, we consider the attorney and his or her law firm to be our client and responsible for all charges. Occasionally, two or more attorneys representing multiple clients with similar litigation interests agree to share the costs of our work and expenses. In those circumstances it is our policy that only one of the attorneys will be our designated billing recipient and that attorney is fully responsible for all charges.

From time to time our rates and billing policies may change. Services and expenses are billed according to the published rate schedule in effect at the time that the services were rendered not on the rates in effect at the time that the file was opened. We bill each account on a monthly basis. The entire amounts of all invoices are due upon receipt of the invoice. Accounts which are overdue one month or more will be charged an additional service charge of 1.5% per month. Work will not be performed on any cases that are more than sixty days in arrears. Delinquent accounts will be turned over for professional collection. The costs of collection, including our attorney's fees and expenses, are the responsibility of the client/debtor and will be added to the client's invoice principal amount and subject to the monthly service charge.

EXPERT WITNESS TESTIMONY CHALLENGES

Forensic work will typically require our experts to provide expert opinions and findings as a result of their work in cases. In the event that a challenge arises against the expert's opinions, testimony, report and/or methodology (i.e. Frye challenge, Daubert challenge, motion-in-limine) we require that our client inform us in a timely manner in order to assist in the responding motions. We also reserve the right, in the event

of a challenge, to hire an attorney that would be allowed to assist the hiring-client with our defense, both in court hearings and written motions.

COMMENTS ON OUR RATES AND BILLING POLICIES

There are some considerations of our rates and billing policies which we would like to reiterate or upon which make special comment.

1. Receipt of the retainer check or the case file materials for review will indicate the client's acceptance of the terms and policies outlined in this rate schedule.
2. It is our policy that the individual or firm who originally arranges for our services or to whom we report, is our client and is responsible for any outstanding accounts.
3. Unless special prior arrangements are agreed upon, all retainers are non-refundable.
4. All accounts must be paid in full prior to any testimony.
5. Work will not be performed on any cases that are more than sixty days in arrears.
6. Service charges for overdue accounts will not be waived or negotiated. Please do not ask.
7. At the close of cases, total amounts owed will not be waived or negotiated for any reason. Please do not ask.
8. We consider it improper for experts to bill on a contingency basis. We cannot and will not adjust bills or outstanding accounts on the basis of the case outcome. We consider this contingency billing. Professional ethics requires that requests for such adjustments of billing based upon the outcome of cases be promptly reported to the court of jurisdiction or the appropriate bar association as requests for contingency billing. Please do not ask.
9. We will be happy to discuss special payment plans on overdue accounts, however, service charges on outstanding amounts will continue to be assessed.
10. All consultation and professional forensic science and engineering technology services are provided as independent professional scientific and engineering technology experts. Payment for our professional services and attendant expenses is not dependent on our findings, nor on the outcome of any legal action, mediation, arbitration, or the amount or terms of any settlement of the underlying legal cause, nor on any contractual arrangement between our client(s) and any other person or party.

V: JANUARY 2024